

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: FIELDWOOD ENERGY LLC, <i>et al.</i>, Debtors.¹	§ § § § § § §	Chapter 11 Case No. 20-33948 (MI) (Jointly Administered)
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**STIPULATION AND ORDER GRANTING LIMITED
RELIEF FROM THE AUTOMATIC STAY ON AUBREY WILD
PERSONAL INJURY LITIGATION**

This stipulation and order (the “**Stipulation**”) is entered into by and among the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) and Aubrey Wild (the “**Movant**”) an individual with pending personal injury litigation against certain of the Debtors (together, the Debtors and Movant are collectively referred to as the “**Parties**,” and, each, as a “**Party**”). The Parties hereby stipulate and agree as follows:

RECITALS

A. WHEREAS, on August 20, 2020 (the “**Petition Date**”), the Debtors commenced the above-captioned voluntary cases under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Fieldwood Energy LLC (6778), Fieldwood Energy Inc. (4991), Fieldwood Onshore LLC (3489), Fieldwood SD Offshore LLC (8786), Fieldwood Energy Offshore LLC (4494), Fieldwood Offshore LLC (2930), GOM Shelf LLC (8107), FW GOM Pipeline, Inc. (8440), Galveston Bay Procession LLC (5703), Galveston Bay Procession LLC (0422), Fieldwood Energy SP LLC (1971), Dynamic Offshore Resources NS, LLC (0158), Bandon Oil and Gas, LP (9266), and Bandon Oil and Gas GP, LLC (9172). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

B. WHEREAS, the Parties have agreed, subject to the approval of the Bankruptcy Court, to modify the automatic stay pursuant to section 362 of the Bankruptcy Code for the limited purpose and subject to the terms and conditions set forth below.

It is hereby **ORDERED** that the automatic stay pursuant to section 362 of the Bankruptcy Code is modified as follows:

1. This Stipulation shall have no force or effect unless and until approved by the Bankruptcy Court (the “**Entered Date**”).

2. Upon the Entered Date, the automatic stay under section 362(a) of the Bankruptcy Code currently in effect as to the Debtors shall be modified solely to the extent necessary to (i) permit Movant to prosecute and have adjudicated his claims for personal injuries as set forth in his *Petition for Damages*, filed August 28, 2020, in the case styled *Aubrey Wild vs. Fieldwood Energy, LLC, ABC Insurance Company, Acadian Contractors, Inc., XYZ Insurance Company and Harold Lirette*, No. C-698920 (19th Jud. Dist. Ct., La.) (the “**Lawsuit**”); (ii) permit Movant to conduct and undertake discovery from the Debtors and their employees in connection with the Lawsuit to the extent that it does not interfere with the operations of the said Debtors; and (iii) permit Movant to enforce and recover on any judgment rendered in the Lawsuit from or against any company providing insurance coverage to the Debtors. The Debtors and Movant may prosecute and defend any appeal from a final judgment issued in the Lawsuit.

3. Nothing contained herein shall be construed as a waiver by the Debtors of their right to object to any and all proofs of claim relating to the Lawsuit or any other pending prepetition action to which one or more of the Debtors are a party that may be filed by Movant or any other party in the Debtors’ chapter 11 cases.

4. The Debtors and/or Movant may seek further relief from this Court to the extent that the parties to this Order have a disagreement with respect to whether or not any discovery sought by Movant from the Debtors “interferes with the operations of the Debtors”.

5. Nothing contained herein shall be construed as a waiver by the Movant, to the extent that insurance proceeds are insufficient to pay the full settlement amount agreed upon and owed by Debtors to Movant or the full amount of a final nonappealable judgment owed by Debtors to Movant, to retain or assert a claim for and in the amount of any insufficiency or deficiency as to the Debtors and in the within Chapter 11 proceeding.

6. Nothing contained herein shall be construed as a waiver by the Debtors of their right to object to any claims retained or asserted by Movant for and/or in the amount of any insufficiency or deficiency as to the Debtors and in the within Chapter 11 proceeding.

7. The limited relief set forth herein shall not be construed as an admission of liability by the Debtors regarding any claim or cause of action arising from or in relation to the Lawsuit or any other matter.

8. This Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

9. The undersigned who executes this Stipulation by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

10. This Stipulation shall not be modified, altered, amended or vacated without the written consent of all Parties hereto or by further order of the Bankruptcy Court.

11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

Dated: _____, 2021

THE HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of the day and year first below written.

Dated: April 29, 2021

Dated: April 29, 2021

By: /s/ Darryl T. Landwehr

By: /s/ Alfredo R. Pérez

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